REMARKS

I. Summary of Office Action

Claims 1-37 are pending in the application.

The Examiner withdrew the finality of the previous Office Action pursuant to 37 C.F.R. § 1.114, in response to applicants' submission filed on December 18, 2003.

Claims 1, 2, 6, 8, 11-12, 22-27, 31, and 33-37 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 5,930,777 to Barber (hereinafter, "Barber").

The Examiner rejected claims 2-5, 7, 9-10, 12-21, 24, 28-30, and 32 under 35 U.S.C. § 103(a) as being unpatentable over various combinations of Barber, U.S. Patent No. 6,427,140 to Ginter et al. (hereinafter, "Ginter"), U.S. Patent Publication No. US 2002/0111912 to Hunter et al. (hereinafter, "Hunter"), U.S. Patent Publication No. US 2002/0133412 to Oliver et al. (hereinafter, "Oliver"), and U.S. Patent No. 6,389,541 to Patterson (hereinafter, "Patterson").

II. Summary of Applicants' Reply

Amendments to the specification and the drawings have been proposed by applicants in order to correct certain typographical errors, to present various trademarks in a revised format, and to correct inconsistencies between the specification and drawings. No new matter would be added by these amendments to the specification and drawings.

Applicants have amended claims 1, 9, and 31 in order to correct typographical errors and to more particularly define the present invention. No new matter has been added by these amendments to the claims.

Applicants submit herewith a Supplemental Application Data Sheet and a Supplemental Declaration.

The Examiner's rejections under 35 U.S.C. §§ 102(e) and 103(a) are respectfully traversed.

Reconsideration of this application is respectfully requested.

III. The Amendments to the Specification

Applicants propose amending the specification to correct certain typographical errors and to present the trademarks in a format set forth in the MPEP. These proposed amendments are

fully supported and justified by the original specification and drawings. No new matter has been added. The amendments to the specification are set forth in the following table:

Page(s), line(s)	Change From	Change To	Justification
Page 1, lines11-12	09/___,___; and 09/___,___; 09/___,___; and 09/___,___	09/589,500; 09/589,495; 09/589,427; and 09/589,501	Clerical/Typographical
Page 5, line 16	Kerberos	Kerberos®	Typographical
Page 5, line 17	Schroeder	Schroeder,	Typographical
Page 6, line 6	Kerberos, can verifies	Kerberos® authentication mechanism, can verify	Typographical
Page 6, line 10	Kerberors	the Kerberos® authentication mechanism	Typographical
Page 6, line 17	has	have	Typographical
Page 8, line 13	develop:	develop	Typographical
Page 8, line 14	of bandwidth;	of: bandwidth;	Typographical
Page 10, line 1	client	client,	Typographical
Page 12, line 5	Java	Java®	Typographical
Page 12, line 6	Java	Java®	Typographical
Page 13, line 14	resources	resource	Typographical
Page 13, line 15	by resource	by the resource	Typographical
Page 14, line 13	accessing into a resource	accessing a resource	Typographical
Page 14, line 13	affects	effects	Typographical
Page 16, line 14	one or	one or more	Typographical
Page 16, line 17	are determined, by e.g,	is determined by, e.g.,	Typographical
Page 24, line 1	below, how	below, describes how	Typographical
Page 31, line 11	Java	Java®	Typographical
Page 33, line 6	Linux ®	Linux®	Typographical
Page 33, line 6	RSA	RSA®	Typographical
Page 36, line 9	a issuing	an issuing	Typographical
Page 38, line 15	client R1	client C1	Typographical (*See* Page 38, lines 13-14. There is no client R1. The client being discussed is client C1.)
Page 47, line 11	one or components	one or more components	Typographical

Page(s), line(s)	Change From	Change To	Justification
Page 47, line 13	resource	resources	Typographical
Page 47, line 15	determined, by e.g,	determined by, e.g.,	Typographical
Page 47, line 17	components can	components, can	Typographical
Page 47, line 17	determined, based	determined based	Typographical
Page 48, line 5	client	client,	
Page 48, line 9	The below Sections IVb1-3 illustrate	Section IV, parts A-C, below, illustrate	Typographical
Page 48, line 10	namely control	namely, control	Typographical
Page 48, line 10	price control,	prince control, and	Typographical
Page 49, line 16	depicts	depict	Typographical
Page 50, line2	entering in	entering into	Typographical
Page 50, line 6	an attackers	an attacker's	Typographical
Page 53, line 8	turns,	turn,	Typographical
Page 54, line 3	achieve	achieved	Typographical
Page 54, line 15	mink	mint	Typographical
Page 54, line 17	However,	However, in	Typographical

As indicated in the table above, applicants have proposed amending the specification to identify trademarks with the symbol ®, rather than presenting the trademarks in all uppercase letters. This format was used in order to be consistent with trademarks already identified in this manner elsewhere in the specification.

Applicants respectfully request that the Examiner enter these proposed amendments to the specification.

IV. The Amendments to the Drawings

Applicants propose amending FIGS. 1, 3 and 5B to correct typographical errors in each. More particularly, in FIG. 1, applicants propose adding a block to the drawing representing "domain V" that is referred to in the specification at page 25, line 9. In FIG. 3, applicants propose changing the reference numeral indicated for the "Mint Bank" from 24 to 124. This change is supported by the specification at page 40, lines 5-7. In FIG. 5B, applicants propose changing the word "attacked" to "attack" in the box identified by reference numeral 164. This proposed change is to correct a typographical error, and is supported by the specification at page 44, lines 6-8. Applicants also propose amending FIG. 5B by deleting the word "the" from the box identified by reference numeral 166. This proposed change is to correct a typographical

error, and is supported by the specification at page 44, lines 8-9. No new matter would be added by these proposed amendments.

In accordance with 37 C.F.R. § 1.121, replacement sheets of the drawings containing FIGS. 1, 3, and 5B, as well as the other figures, are enclosed herewith.

Applicants respectfully request that the Examiner enter these amendments to the drawings.

V. The Amendments to the Claims

Applicants have amended claims 1, 9, and 31, as indicated in the Listing of Claims on pages 10-11 and 15 of this paper, in order to correct recently discovered typographical errors and to more particularly define the present invention. The amendments to these claims are fully supported and justified by the specification and drawings and add no new matter.

In particular, claim 1 has been amended to change "allocating a budget" to "determining a budget." Additionally, claim 9 has been amended to change "a specific electronic system" to "said system," and to change "said particular component" to "a particular component." Applicants have also amended claim 31 to change "said resource" to "said interface," and to change "and paid electronically" to "and said payment is made electronically."

VI. The Supplemental Application Data Sheet and the Supplemental Declaration

Pursuant to 37 C.F.R. §1.76(c), applicants submit herewith a Supplemental Application Data Sheet to update the respective addresses of inventors Yechiam Yemini and Apostolos Dailianas. A marked-up version of the Supplemental Application Data Sheet, indicating the addresses that have been updated, is also enclosed.

Additionally, pursuant to 37 C.F.R. §1.67(a)(2), applicants submit herewith Supplemental Declarations executed by inventors Yechiam Yemini, Danilo Florissi, and Apostolos Dailianas, respectively. The Supplemental Declarations are intended to overcome any defect in the Declaration that was submitted on October 2, 2000 (in response to the Notice to File Missing Parts of August 28, 2000), which contains a correction of the street address of inventor Yechiam Yemini below his signature.

VII. The Rejections of Independent Claims 1, 9, 11, 12, and 31 Under 35 U.S.C. §§ 102(e) and 103(a)

Each of the pending claims, including independent claims 1, 9, 11, 12, and 31, were rejected by the Examiner under either 35 U.S.C. § 102(e) or 35 U.S.C. § 103(a). The Examiner's rejections are respectfully traversed.

Applicants respectfully submit that, contrary to the Examiner's contention, each of claims 1-37 are allowable for at least the following reasons.

A. Independent Claim 1 is Allowable over Barber

The Examiner rejected independent claim 1 under 35 U.S.C. § 102(e) as being anticipated by Barber. The Examiner's rejection of claim 1 is respectfully traversed by applicants.

Generally speaking, the invention defined by claim 1 relates to a method for controlling an amount of access to a resource in an electronic system by a component of the electronic system. As amended, independent claim 1 requires performing the following steps:

> creating electronic security value units associated with said resource under the control of said manager to pay for accessing said resource;
>
> creating a pricing strategy, by said manager, for said resource in a denomination of electronic security value units;
>
> determining a budget, by said manager, for at least one component of said electronic system to access said resource by payment of said electronic security value units;
>
> selectively distributing said electronic security value units by said manager to said component of said electronic system in accordance with said budget; and
>
> controlling access of said component to said resource based on said pricing strategy established for said resource and based on an amount of payment by said component, of one or more of said electronic security value units previously distributed to said component in accordance with said budget,
>
> wherein said pricing strategy is dynamically adjustable at any time such that said amount of said payment required for said component to access said resource may be changed at any time by said manager.

For example, a user may be desirous of obtaining access, through the user's computer, to an on-line database. In this case, a manager of the on-line database may create electronic security value units which may be exchanged by the user's computer for access to the on-line database. The manager may also determine how many of these electronic security value units are required to access the on-line database, as well as how many of these electronic security value units to

distribute to the user's computer. Additionally, the manager may dynamically adjust the amount of electronic security value units that are required to access the on-line database. Accordingly, for example, the manager may substantially increase the amount of electronic security value units required to access the on-line database when it believes that an attack is occurring. In this manner, the amount and timing of access to the on-line database can be effectively controlled.

Barber, on the other hand, discusses a method for charging a consumer for access to pay-per-access information over a network. As explained in Barber *(see, e.g.*, Barber, columns 5-7), an information vendor opens an account with a third-party banker, and specifies a top commerce page having one or more priced links (each of which points to a respective pay-per access Web page). The vendor also creates a "front door" Web page to be used by consumers to access the vendor's Web pages. Meanwhile, a consumer establishes an account with the banker, and purchases credit units (e.g., using a credit card) to be stored by the banker. Upon selecting an entry link in the vendor's front door Web page, the banker "tokenizes" one or more of the priced links on the vendor's commerce page. In particular, for each Web page that the consumer can afford (based on its access price and the amount credit units previously purchased by the consumer), the banker alters the respective priced link by redirecting it to point to the banker (rather than the vendor), and by attaching a token to it. This token includes information used to instruct the banker on how many previously purchased credit units to charge the consumer for access to the destination pay-per-access Web page, as well as the address of the Web page. The consumer then receives the tokenized commerce page, and thereafter selects one of the tokenized links on this commerce page in order to access a particular pay-per-access Web page. Upon the consumer selecting a tokenized link, the banker uses the associated token to transfer an appropriate amount of credit units from the consumer's account to the vendor's account with the banker, and then redirects the consumer's browser to the information-bearing, paid-for Web page at the vendor's site. At some later point, the vendor exchanges the credit units that have been transferred to its account with the banker for real money.

Contrary to the Examiner's contention, however, Barber <u>does not</u> show or suggest the invention as defined by independent claim 1 for at least the following reasons.

(i) **Barber Does Not Disclose Any Currency Similar To Applicants' Claimed Electronic Security Value Units, Which Are Distributed To A Component And Later Used As Payment For Access To A Resource**

As explained above, Barber discloses using a combination of a token and credit units to control a consumer's access to a vendor's pay-per-access Web pages. However, nothing disclosed in Barber, including the token and credit units, is the same as an electronic security value unit as required by the claims.

More particularly, unlike applicants' claimed electronic security value units, Barber's tokens are not a type of currency that may be provided by a consumer's browser to pay for access to a vendor's Web page. Rather, Barber's tokens are used simply to provide information to a banker regarding the amount that a consumer must pay, in credit units, for access to a particular Web page, as well as the destination address of the desired Web page. For example, as explained in column 3, lines 41-44 of Barber, a token is used to convey "all the information the banker needs to both provide the consumer with, and charge the consumer for, the pay-per-access information associated with the tokenized link" (emphasis added). Accordingly, it is clear that the token described in Barber is used to instruct payment of credit units in exchange for access to a vendor's Web pages, and is never itself able to be used as payment for such access.

Moreover, unlike applicants' claimed electronic security value unit, a consumer's credit units as disclosed in Barber are never distributed to the consumer to be later used as payment for access to a vendor's Web pages. On the contrary, as explained in Barber, the credit units purchased by a consumer are retained with the banker, and are simply transferred from the consumer's account with the banker to the vendor's account with the banker based on accesses to the vendor's Web pages (*see, e.g.*, column 7, lines 61-63, explaining that the banker uses the information provided in a token for "charging the consumer account and crediting the vendor account").

Additionally, unlike the claimed electronic security value units, Barber's credit units are not "associated with" a particular pay-per-access Web page as required by claim 1. Rather, a consumer in Barber may use previously purchased credit units to access any pay-per-access Web page that the consumer can afford.

For at least the foregoing reasons, applicants respectfully submit that neither the tokens nor credit units disclosed in Barber are the same as the claimed electronic security value units. Applicants also respectfully submit that nothing else disclosed in Barber is the same as the claimed electronic security value units. Thus, as the combination of elements of independent claim 1 is not disclosed by Barber, claim 1 is allowable. Accordingly, applicants respectfully request that the rejection of claim 1, and claims 2-8, 22-27, and 36 which depend from claim 1, be withdrawn by the Examiner.

(ii) Barber Does Not Disclose A Manager That Controls The Creation Of, And Determines A Component's Budget In, Electronic Security Value Units As Claimed By Applicants

As recited above, applicants' claimed invention includes a manager that is responsible for both controlling the creation of electronic security value units as well as "determining a budget ... for at least one component ... to access [a] resource by payment of said electronic security value units" (claim 1).

Unlike the claimed invention, there is nothing in Barber that is responsible for both controlling the creation of, and determining a budget in connection with, any type of currency, much less electronic security value units as required by the claims. As explained above, a consumer in Barber purchases from a banker credit units (e.g., using a credit card) which are to be used later as payment for accessing a vendor's pay-per-access Web pages. Accordingly, the vendor of Barber is not the same as applicants' claimed manager for at least the reason that it does not control the creation of electronic security value units (or any other type of currency).

Moreover, nowhere in the entirety of Barber is it disclosed that its banker in any manner limits the amount of credit units that may be purchased by a consumer. Rather, a consumer in Barber that has the necessary financial means and that wishes to obtain additional access to a particular pay-per-access Web site may simply purchase an additional amount of credit units (and thus an additional amount of access). Thus, it is the consumer in Barber, not the banker, that determines the budget for the consumer in terms of credit units. For at least this reason, Barber's banker is also not the same as applicants' claimed manager, which not only controls the creation of a currency (electronic security value units), but also "determine[es] a budget ... for at least one component" in that currency.

For at least the foregoing reasons, applicants respectfully submit that neither Barber's vendor nor banker is not the same as applicants' claimed manager. Applicants also respectfully submit that nothing else disclosed in Barber is the same as the claimed manager that performs both of these functions. Therefore, applicants respectfully submit that claim 1 is not anticipated by Barber, and request that the rejection of claim 1, as well as claims 2-8, 22-27, and 36 which depend from claim 1, be withdrawn by the Examiner.

(iii) Barber Does Not Disclose Distributing Electronic Security Value Units To A Component For Payment By The Component As Claimed By Applicants

Applicants' claimed invention also includes "selectively distributing ... electronic security value units by [a] manager to [a] component ... to access said resource by payment of said electronic security value units" (claim 1).

Unlike the claimed invention, Barber does not disclose anything that is distributed to a consumer in Barber and that may be used for payment in exchange for access to a vendor's pay-per-access Web pages, much less electronic security value units. For example, while a consumer in Barber may receive a tokenized commerce page from a banker in which tokens are embedded in the links, these tokens are never themselves used as payment by the consumer (or anything else) for access to a resource (as required by claim 1). Rather, these tokens are used to instruct the payment of credit units from the consumer's account with the banker to the vendor's account with the banker.

With regard to Barber's credit units, such credit units are never "selectively distribut[ed]" to a component to be later used by the component to access a resource, as required by the claims. Rather, as explained above, a consumer's previously purchased credit units are always maintained with the banker, and are simply moved from the consumer's account with the banker to the vendor's account with the banker based on an access to a pay-per-access Web page.

Accordingly, applicants respectfully submit that, for at least the reasons above, neither the tokens nor the credit units disclosed in Barber are both distributed to a consumer and subsequently used to pay for access to a vendor's pay-per-access Web pages (as required by claim 1). Moreover, because nothing else disclosed in Barber is "distributed" to a consumer and used as "payment" by the consumer for access to a vendor's Web pages, applicants' respectfully

submit that claim 1 is allowable over Barber. Therefore, applicants respectfully request that the rejection of claim 1, and claims 2-8, 22-27, and 36 which depend from claim 1, be withdrawn by the Examiner.

(iv) **Barber Does Not Disclose A Pricing Strategy That Is Created By A Manager And Is Dynamically Adjustable At Any Time As Claimed By Applicants**

Barber also fails to teach or suggest "creating a pricing strategy, by [a] manager, for [a] resource in a denomination of electronic security value units ... wherein said pricing strategy is dynamically adjustable at any time," as required by applicants' claim 1.

As explained in Barber, it is the vendor that establishes the price to be charged for each of its pay-per-access Web sites. Nowhere in Barber, however, is it disclosed that the vendor may change the prices for its Web pages at any time, such as after a banker has tokenized the vendor's links to the pay-per-access Web pages. Moreover, while "some exchange rate" is used by the banker is deciding how much real money each credit unit will be worth (*see* Barber, column 5, lines 47-50), it is similarly never disclosed in Barber that this exchange rate is adjustable after it has been established.

In light of the foregoing, applicants respectfully submit that Barber does not disclose creating a pricing strategy that is "dynamically adjustable at any time" as required by claim 1. Therefore, applicants request that the rejection of claim 1, and claims 2-8, 22-27, and 36 which depend from claim 1, be withdrawn by the Examiner.

B. Independent Claim 9 is Allowable over Barber

The Examiner rejected claim 9 under 35 U.S.C. § 103(a) as being unpatentable over Barber. Applicants respectfully traverse the Examiner's rejection.

As defined by independent claim 9, applicants' invention relates to an electronic security value instrument that includes "a first field for indicating a quantity of electronic security value units in [the] instrument" as well as "a second field for indicating a specific resource ... that a particular component may access by payment of said electronic security value instrument." Therefore, according to the claimed invention, an electronic security value instrument may be used by a component to purchase access to a resource (which has an access price in electronic

security value units) only if the instrument includes a sufficient amount of electronic security value units as indicated by the first field of the instrument, and only if the resource is the specific resource indicated in the second field of the instrument.

As explained above with reference to claim 1, Barber discloses using a combination of a token and credit units to control a consumer's access to a vendor's pay-per-access Web pages. However, nothing disclosed in Barber, including the token and credit units, is the same as an electronic security value instrument as required by the claims.

For example, unlike applicants' claimed electronic security value instrument, Barber's tokens are never themselves used as payment for access to a vendor's pay-per-access Web pages. Rather, these tokens in Barber are used simply to instruct the banker on how many credit units to charge a consumer for access to a particular Web page, and to provide the destination address of the desired Web page. Additionally, because Barber's tokens are not usable for payment, it is clear that these tokens are also different from the claimed electronic security value instrument in that they lack a first field for "indicating a quantity of electronic security value units" in the token, as required by the claims.

Moreover, contrary to the Examiner's contention on page 9, lines 11-12 of the Office Action, the "quantity of electronic security value units in [the] instrument" indicated by the first field does functionally relate to the electronic security value instrument in the present invention. In particular, this quantity of "electronic security value units" determines the ability (or lack thereof) of a component to use the instrument as payment for access to a resource. Applicants have amended claim 9 for the purpose of clarifying this point.

Barber's credit units are also different from applicants' claimed electronic security value instrument. For example, unlike applicants' claimed electronic security value instrument, in Barber, a consumer's credit units do not include a second field "for indicating a specific resource ... that a [consumer] may access by payment" of the credit units. Rather, as explained above, the credit units previously purchased by a consumer in Barber may be used as payment for any pay-per-access Web page being offered by a vendor.

For at least the foregoing reasons, applicants respectfully submit that neither the tokens nor credit units disclosed in Barber are the same as the claimed electronic security value instrument. Applicants also respectfully submit that nothing else disclosed in Barber is the same as the claimed electronic security value instrument, which requires a first field and a second field

as recited above. Thus, as the combination of elements of independent claim 9 is not disclosed by Barber, claim 9 is allowable. Accordingly, applicants respectfully request that the rejection of claim 9, and claims 10 and 28 which depend from claim 9, be withdrawn by the Examiner.

C. Independent Claim 11 is Allowable over Barber

The Examiner rejected claim 9 under 35 U.S.C. § 102(e) as being anticipated by Barber. Applicants respectfully traverse the Examiner's rejection.

As required by claim 11, the electronic system of applicants' invention includes "an electronic bank server for selectively distributing electronic security value units ... to a component in said system, said electronic security value units being unique to [a] group of one or more resources, wherein access to a particular resource ... requires an amount of payment by said component ... [which] consists of said electronic security value units previously distributed to said component."

Unlike the claimed invention, Barber does not disclose any form of currency that is distributed to a consumer to be used as payment by the consumer, where the currency is unique to one or more pay-per-access Web pages, much less electronic security value units. Rather, as explained above in connection with claims 1 and 9, Barber's tokens are never themselves used as payment to access any Web page. Rather, these tokens are used to instruct the payment of credit units in exchange for access to a vendor's Web pages. Moreover, as also explained above, Barber's credit units are never distributed to a consumer, and these credit units also fail to be unique to one or more Web pages (i.e., any credit unit may be used in connection with purchasing access to any Web page). Additionally, applicants respectfully submit that no other form of currency is disclosed in Barber that meets each of these requirements as set forth by claim 11.

For at least the above reasons, applicants respectfully submit that claim 11 is not anticipated by Barber. Therefore, applicants respectfully request that the rejection of claim 11, and claim 29 which depends from claim 11, be withdrawn by the Examiner.

D. Independent Claim 12 is Allowable over Barber and Oliver

The Examiner rejected claim 12 under 35 U.S.C. § 103(a) as being unpatentable over Barber in view of Oliver. In particular, on page 10, lines 13-22 of the Office Action, the

Examiner asserted that Barber discloses each of the elements of claim 12, with the exception of "determining the number of accesses ... based on said budget and said price" which is allegedly disclosed by Oliver. Applicants respectfully traverse the Examiner's rejection, and submit that, even in combination, Barber and Oliver fail to disclose each element of applicants' claim 12.

Generally speaking, applicants' invention as defined by claim 12 relates to a method for associating electronic security value units with access to a resource. As required by claim 12, this method includes both "establishing a price, in said electronic security value units, of said resource, said price being established [a] manager." As also required by claim 12, this method further includes "selectively distributing a budget by said manager, in said electronic security value units, to [a] component."

Unlike the claimed invention, there is no currency in Barber in which the price for access to a vendor's Web pages are established, and which is distributed to a consumer. For example, as explained above, Barber's tokens are not a form of currency that may be used to purchase access to a vendor's pay-per-access Web pages. Therefore, Barber clearly does not disclose "establishing a price" in tokens in connection with a vendor's Web pages. Barber's credit units, on the other hand, are never distributed to a consumer. Rather, they are purchased by the consumer from a banker, and remain in the consumer's account with the banker until they are transferred into the vendor's account with the banker in exchange for access to a Web page. Moreover, there is nothing else disclosed in Barber for which a price to access a Web page is established, and which is distributed to a consumer to be used later in paying for access to a Web page.

For at least the foregoing reasons, independent claim 12 is allowable over Barber because this reference fails to disclose "establishing a price" in a currency for a vendor's Web pages, and "distributing" this same currency to a consumer such that the currency may later be used as payment for access to the Web pages. Moreover, Oliver, which describes a system for management of transactions on networks, does not provide these missing limitations of the claims. Therefore, applicants respectfully submit that claim 12 is allowable over the combination of Barber and Oliver, and request that the rejection of claim 12, and claims 13-21, 30, and 37 which depend from claim 12, be withdrawn by the Examiner.

E. Independent Claim 31 is Allowable over Barber

The Examiner rejected claim 31 under 35 U.S.C. § 102(e) as being anticipated by Barber. The Examiner's rejection of claim 31 is respectfully traversed by applicants.

The invention defined by claim 31 is a method for controlling access to an interface in an electronic system. As required by claim 31, this method includes "selectively distributing electronic security value units, by [a] manager, to a component of [the] electronic system" as well as "controlling access to said interface ... based on an amount of payment by said component ... [of] one or more of said electronic security value units ... made electronically over said electronic system."

Unlike the claimed invention, Barber does not disclose any type of currency that is both distributed to a consumer and that is provided as payment by the consumer for access to a vendor's pay-per-access Web pages, much less electronic security value units. On the contrary, as explained above, Barber's tokens are used to instruct payment of credit units, but are never themselves used as payment for access to a vendor's Web pages. In addition, Barber's credit units are never distributed to a consumer, and thus also are not the same as applicants' claimed electronic security value units. Moreover, as also explained above, nothing else disclosed in Barber is both distributed to a consumer and used as payment for access to a vendor's Web pages.

Therefore, applicants respectfully submit that claim 31 is allowable over Barber, and request that the rejection of claim 31, and claims 32-35 which depend from claim 31, be withdrawn by the Examiner.

VIII. The Rejections of Dependent Claims 2-8, 10, 13-30, and 32-37 Under 35 U.S.C. §§ 102(e) and 103(a)

The Examiner rejected each of dependent claims 2, 6, 8, 22-27, and 33-37 under 35 U.S.C. § 102(e) as being anticipated by Barber. In addition, the Examiner rejected each of dependent claims 2-5, 7, 10, 13-21, 24, 28-30, and 32 under 35 U.S.C. § 103(a) as being unpatentable over various combinations of Barber, Ginter, Hunter, Oliver, and Patterson.

Applicants respectfully submit that the Examiner's rejections of claims 2-8, 10, 13-30, and 32-37, each of which depends from one of independent claims 1, 9, 11, 12, or 31, are moot in view of the foregoing reasons for the patentability of the independent claims. Therefore,

applicants respectfully request that the Examiner withdraw the rejections of claims 2-8, 10, 13-30, and 32-37.

IX. Petition For Extension Of Time

Applicants have submitted herewith a petition for a three-month extension of time for responding to the Office Action mailed on March 15, 2004. The Director is hereby authorized to charge any additional fees which may be required for this response, or credit any overpayment, to deposit account no. 08-0219.

X. Conclusion

For at least the reasons set forth above, applicants respectfully submit that this application, as amended, is in condition for allowance. Reconsideration and prompt allowance of the application are respectfully requested.

Respectfully submitted,

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